

The complaint

Mr M has complained about Barclays Bank PLC not refunding several payments he says he made and lost to a scam.

What happened

The background to this complaint is well known to both parties, so I won't repeat it in detail here. In summary, Mr M fell victim to a job scam after receiving contact unexpectedly via a messaging app. He says he was told he would be paid for completing a number of tasks, but he would also have to pay in funds to the task platform periodically, using cryptocurrency via an exchange, to unlock more tasks and receive payment. In total Mr M sent £3,534 to the scammer. Mr M subsequently realised he had been scammed when he attempted to withdraw his profits, sent further funds to release them and was then asked for even more.

Barclays reviewed Mr M's complaint and offered him 50% of the money he lost to the scam, plus 8% simple interest and a distress and inconvenience award of £50. They deducted 50% because they believed Mr M contributed to the losses he incurred. Our Investigator agreed that Barclays' offer was fair as they too believed he was jointly responsible for what occurred.

However, Mr M disagreed with our Investigator's findings as he believes Barclays could have done more and does not consider he should be held jointly liable.

As our Investigator couldn't resolve the matter informally the case has been passed to me for a final decision. I have noted Mr M said he received a small payment in return from the scammers but is unsure when this was made to him. I've not seen evidence of this return and it may well have been sent back to the scammers as part of Mr M's payments to them. However, ultimately it does not make any difference to the outcome of this complaint and so I will proceed with my final decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm aware that I've summarised this complaint briefly, in less detail than has been provided, and in my own words. No discourtesy is intended by this. Instead, I've focused on what I think is the heart of the matter here. If there's something I've not mentioned, it isn't because I've ignored it. I'm satisfied I don't need to comment on every individual point or argument to be able to reach what I think is the right outcome. Our rules allow me to do this. This simply reflects the informal nature of our service as a free alternative to the courts.

I don't doubt Mr M has been the victim of a scam here – he has lost a large sum of money and has my sympathy for this. However, just because a scam has occurred, it does not mean he is automatically entitled to recompense by Barclays. It would only be fair for me to tell Barclays to reimburse Mr M for his loss (or a proportion of it) if: I thought Barclays

reasonably ought to have prevented all (or some of) the payments Mr M made, or Barclays hindered the recovery of the payments Mr M made – whilst ultimately being satisfied that such an outcome was fair and reasonable for me to reach.

I've thought carefully about whether Barclays treated Mr M fairly and reasonably in its dealings with him, when he made the payments and when he reported the scam, or whether it should have done more than it did. Having done so, I've decided to not uphold Mr M's complaint. I know this will come as a disappointment to him and so I will explain below why I've reached the decision I have.

I have kept in mind that Mr M made the payments himself and the starting position is that Barclays should follow its customer's instructions. So, under the Payment Services Regulations 2017 (PSR 2017) he is presumed liable for the loss in the first instance. I appreciate that Mr M did not intend for his money to ultimately go to a scammer – but he did authorise these payments to take place. However, there are some situations when a bank should have had a closer look at the wider circumstances surrounding a transaction before allowing it to be made.

Considering the relevant: law and regulations; regulators' rules, guidance and standards; codes of practice; and, where appropriate, what I consider to be good industry practice at the time - Barclays should fairly and reasonably:

- Have been monitoring accounts and any payments made or received to counter various risks, including anti-money laundering, countering the financing of terrorism, and preventing fraud and scams.
- Have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so given the increase in sophisticated fraud and scams in recent years, which payment service providers are generally more familiar with than the average customer.
- In some circumstances, irrespective of the payment channel used, have taken additional steps, or make additional checks, before processing a payment, or in some cases decline to make a payment altogether, to help protect customers from the possibility of financial harm from fraud.
- Have acted to avoid causing foreseeable harm to customers, for example by maintaining adequate systems to detect and prevent scams and by ensuring all aspects of its products, including the contractual terms, enabled it to do so.

So, I've thought about whether the transactions should have highlighted to Barclays that Mr M might be at a heightened risk of financial harm due to fraud or a scam.

Having done so, I do not think the values of Mr M's payments were remarkable enough to have caused Revolut any concern. Nor do I consider enough of a pattern formed here to suggest Mr M might be at a heightened risk of financial harm due to fraud or a scam. Even if I considered that the payments were identifiably going to a cryptocurrency provider that doesn't mean they *all* should automatically be treated as suspicious; particularly when there are no other concerning factors about the payments. However, as Barclays has decided it could have done more from the outset to prevent Mr M's losses, I will focus my decision on what Barclays has offered to do to put things right.

I have considered what the law says about contributory negligence, as well as what I consider to be fair and reasonable in all of the circumstances of this complaint, including taking into account Mr M's own actions and responsibility for the losses he has suffered.

I do accept there were relatively sophisticated aspects to this scam, such as a platform to manage the user's apparent earnings and tasks. But, ultimately the opportunities the scam offered were fairly dubious. While it's doubtful I've seen everything that Mr M saw, the scammer's apparent explanation for how the scheme worked is implausible and I think Mr M ought reasonably to have questioned whether the activity he was tasked with carrying out (which does not appear to be particularly time-consuming or arduous) could really be capable of generating the returns promised. The requirement to send funds to acquire the profits he'd supposedly already earned from completing some of the tasks should have been a red flag as well. I also think Mr M ought reasonably to have recognised sooner the platform could effectively prevent him from withdrawing his funds by continuing to say more deposits are required.

I've noted that as Mr M was utilising employment-focused social media platforms and actively applying for jobs he believed the opportunity to be genuine. However, receiving an unsolicited job offer via a mobile messaging service app from a firm he hadn't applied to, even if it was from what he believed to be linked with a well-known company, should've reasonably led him to complete further due diligence. I do not think the searches Mr M did complete were sufficient considering the nature of the role – which ultimately required him to rate films he hadn't necessarily seen. Given the overall implausibility of the "opportunity" it should have led him to question whether the job was genuine.

Therefore, I think Mr M ought reasonably to have had concerns about the legitimacy of the job offered. In these circumstances he should bear some responsibility for his losses. Weighing the fault that I've found on both sides, I agree with Barclays and our Investigator that a fair deduction is 50%.

I've noted Mr M believes he should be awarded further compensation for the impact this scam has had on him. I am sorry to hear about this – I do not doubt the bearing such a cruel scam has had. However, I also have to keep in mind that ultimately the negative effects mostly came from the scammer stealing his funds. I think the £50 offered by Barclays is fair for them deciding to overturn their original decision.

The Contingent Reimbursement Model Code

Although Barclays has signed up to the Contingent Reimbursement Model Code, the payments Mr M made from his Barclays account aren't covered by the Code because he made the payments from his Barclays account to another account of his and not to another person. I cannot fairly and reasonably say that Barclays should have to refund payments under the Code when it doesn't apply here.

Recovery

Mr M didn't make the payments to the scammer directly, he paid a cryptocurrency exchange. The service provided by the cryptocurrency exchange would have been to convert or facilitate conversion of Mr M's payments into cryptocurrency. If these funds had not already been transferred to the scammer by Mr M they would be in his control to access as and when he chose. Barclays would not have been able to attempt to retrieve the funds from the scammer directly as that is not where the funds were originally sent to. However, Barclays did attempt to claim back Mr M's lost funds, but was informed in response the funds were no longer in the account.

Therefore, Barclays Bank PLC could not have done anything further after Mr M alerted them and so I won't be asking it to do anything further.

My final decision

My final decision is I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 July 2025.

Lawrence Keath
Ombudsman